It was found, as a matter of law, that plaintiff's right to the sum named in the bond became a vested interest upon the sale of the property, and was entirely unaffected by the attempted rescission of the contract by his mother. Her release of the mortgage was, therefore, inoperative as to plaintiff's interest. That the provision for plaintiff was without consideration, that he knew nothing about it, and had never assented to it prior to the attempted rescission, was held to be immaterial. The court truly says that "there is as much confusion in the judicial holdings in respect to this matter as on any question of law that can be mentioned." However, when all of the elements are considered, it is believed that no case has gone further in protecting the third person than does this one. The rule is firmly established in the English courts, that where one person contracts with a second to pay a third person a sum of money, such third person cannot maintain an action on the promise. *Tweddle* v. *Atkinson*, 1 B. & S. 393, 30 L. J. Q. B. 265; *Price* v. *Easton*, 4 B. & Ad. 433; *Melhado* v. *Ry.*, L. R. 9 C. P. 503; BEACH CONTRACTS, sec. 197; POLLOCK, CONTRACTS, *p. 200; PARSONS, CONTRACTS, VIII. ed., p. 483, *p. 467. And in the absence of trust relation, the English rule in equity is the same. *In re Rotheram Alum Co.*, 25 Ch. D. 103; POLLOCK, CONTRACTS, *p. 202; ANSON, CONTRACTS, *p. 215. The English rule has been followed in many American cases, and is established in a number of states. *Exch. Bank* v. *Rice*, 107 Mass. 37; *Adams* v. *Kuehn*, 119 Pa. St. 76, 13 Atl. 184; *Treat* v. *Stanton*, 14 Conn. 445; *Halsted* v. *Francis*, 31 Mich. 113; *Wilbur* v. *Wilbur*, 17 R. I. 295; *Nat'l Bank* v. *Grand Lodge*, 98 U. S. 123; BEACH, CONTRACTS, sec. 197. The prevailing rule in America is that the third party may maintain an action on a promise made to another for his benefit. *Lawrence* v. *Fox*, 20 N. Y. 268; *Bay* v. *Williams*, 112 Ill. 91, 54 Am. Rep. 209; *Hare* v. *Murphy*, 45 Neb. 809, 64 N. W. 211, 29 L. R. A. 851; *Coleman* v. *Whiting*, 62 Vt. 123; *Hendrick* v. *Lindsay*, 93 U. S. 143; PARSON, CONTRACTS, *p. 467. The tendency of the courts that follow the English rule is to create exceptions under which the third party may sue, while those which follow the American rule seem inclined to recede from their advanced position. *Garnsey* v. *Rogers*, 47 N. Y. 233; *Lorillard* v. *Clark*, 122 N. Y. 498; *Nat'l Bank* v. *Grand Lodge*, 98 U. S. 123; BEACH, CONTRACTS, sec. 199. Many courts which follow the liberal American rule have held that a rescission of the contract by the immediate parties, before the third party has expressed his assent, cuts off his rights. *Thorp* v. *Keokuk Coal Co.*, 48 N. Y. 253; *Trimble* v. *Strother*, 25 Ohio St. 378; *Brewer* v. *Maurer*, 38 Ohio St. 543, 43 Am. Rep. 436; *Crowell* v. *St. Barnabas*, 27 N. J. Eq. 650; *Putnam* v. *Farnham*, 27 Wis. 187, 9 Am. Rep. 459; *Taylor* v. *Ingersoll* (1903), — Colo. App. —, 71 Pac. 398. Contra:—*Pruitt* v. *Pruitt*, 91 Ind. 595; *Bay* v. *Williams* (*supra*); *Hare* v. *Murphy* (*supra*); *Enos* v. *Sanger*, 96 Wis. 150, 79 N. W. 1069, 37 L. R. A. 862, 65 Am. St. Rep. 38.

CONTRACT—PUBLIC POLICY—AGREEMENT TO ASSIST ATTORNEY TO SECURE CLIENTS.—Plaintiff contracted to assist defendant, an attorney at law, in securing clients, and in "looking after and procuring proper and legitimate witnesses" to be used in his cases. In return, plaintiff was to receive a share of the fees paid by clients secured through his efforts. Action on the contract. *Held*, that plaintiff cannot recover. *Langdon* v. *Conlin* (1903), — Neb. —, 93 N. W. Rep. 389.

The court finds from the statutes governing the practice of the law, that it is the policy of the state to secure a high standard of professional ethics. The contract in question, being contrary to such policy, is void. This is essentially the line of reasoning adopted by the supreme court of California in *Alpers* v. *Hunt*, 86 Cal. 78, 24 Pac. 846, 9 L. R. A. 483, 21 Am. St. Rep. 17.

Besides *Alpers* v. *Hunt*, the court cites and relies upon *Munday* v. *Whissenhunt*, 90 N. C. 458; *Burt* v. *Place*, 6 Cowen 431; *Lyon* v. *Hussey*, 82 Hun, 15, 31 N. Y. Supp. 281. A case sustaining the doctrine of the principal case, and more directly in point, is *Hirshbach* v. *Ketchum*, 5 App. Div. 324, 39 N. Y. Supp. 291. Apropos of these New York authorities, the very recent case of *Irwin* v. *Curie* (1902), 171 N. Y. 409, 58 L. R. A. 830, 64 N. E. 161, is interesting. A recovery was there permitted on a contract similar to the one in question in the principal case, on the ground that the parties were not *in pari delicto*. The New York statute positively prohibited such contracts, but the court found that this statute operated principally upon the attorney. It was further found, as a matter of law, that where the contract is merely *malum prohibitum* and not *malum in se*, the courts will interfere when the guilt rests chiefly upon one, although both have participated in the illegal act, citing *Tracy* v. *Talmage*, 14 N. Y. 162, 67 Am. Dec. 132; *Jaques* v. *Golightly*, 2 W. Bl. 1073. The weight of authority is undoubtedly with the principal case in holding that there can be no recovery in this class of cases. *Meguire* v. *Carwine*, 101 U. S. 108, 25 L. ed. 899; *Casserleigh* v. *Wood* (1902), — C. C. A. —, 119 Fed. 308.

COURTS—CONTEMPT—PUBLICATION OF EVIDENCE IN NEWSPAPERS.—Relator, who was publisher of a paper, published from day to day the evidence in a case on trial in the district court. The statements published were a true account of the testimony and in no way reflected on the judge. The trial judge committed relator for contempt of court in so publishing the testimony. On habeas corpus, *Held*, that the court had no power to prohibit the publication of the testimony of the witnesses in the case. *Ex parte Foster* (1903), — Tex. —, 71 S. W. Rep. 593.

The power of the courts to suppress the publication of articles concerning the trial of a case, the officers of the court and the proceedings therein, hinges upon the power to punish such as for contempt. By the weight of authority, the power to punish for contempt is inherent in all courts. *Fishback* v. *State*, 131 Ind. 304; *In re Wooley*, 11 Bush 97; *Ex parte Hollis*, 59 Cal. 498. Contra: *Story* v. *People*, 79 Ill. 45; *Ex parte Robinson*, 19 Wall. 510. Whether or not the publication of the proceedings of a trial can be prevented, depends upon the character and effect of the published article and also whether the trial is pending at the time of publication. In *State* v. *Morrill*, 16 Ark. 384, the court held that a newspaper publication, reflecting upon a decision made by the court and imputing to the court, officially, bribery in making the decision, was contempt. The publication in a newspaper of a true report of the testimony of the witnesses in a divorce case cannot be prevented by the court, *In re Stockbridge*, 99 Cal. 526. *In Story* v. *People*, 79 Ill. 45, the court held that the publication of articles concerning the integrity and moral character of grand jurors could not be suppressed. A publication in a newspaper in the city where the court is sitting with reference to a case then pending, charging the judges with political intrigues, is a contempt of court and can be prevented. *State* v. *Frew*, 24 W. Va. 416. In *In re Sturoc*, 48 N. H. 428, the court prevented the publication of an article in a newspaper, printed and circulated in the place where the court is sitting, reflecting in severe terms on the character of a prosecution then pending. A newspaper article, published during the session of a court, pending the trial before that court of a prisoner indicted for murder, charging the judge presiding over the court with being an abettor of the murderer, can not be prevented by the court, *Ex parte Smedes*, 4 Smedes & M. 751. Where the publications are true and fair in spirit, and after the decision has been made, it seems there is no law to restrain or punish the freest expressions that any person may entertain, of what is done in